

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made as of this 2nd day of January, 2018, by and between **THE MERCER GROUP, INC.** and the **CITY OF SOUTH FULTON, GEORGIA**, a municipal corporation.

WITNESSETH:

WHEREAS, the City of South Fulton, Georgia (hereinafter referred to as "City") has made a request for a final proposal from The Mercer Group, Inc. (hereinafter referred to as "Mercer") to assist the City in conducting a search for a new City Manager; and

WHEREAS, the City selected Mercer's proposal because it best meets its needs and the City desires to hire Mercer to perform the City Manager Search; and

WHEREAS, Mercer desires to provide professional assistance to the City as it undertakes its responsibility of hiring a new City Manager.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to work with the City to conduct an effective search process for the purpose of filling the vacancy of City Manager in accordance with the Scope of Services outlined as Appendix "A".
2. The City agrees to compensate Mercer for its services with a base fee of \$16,000 (sixteen thousand dollars). City also agrees to reimburse Mercer for direct expenses incurred such as advertising, printing, third-party background checks, consultant travel/lodging, report preparation and other reasonable incidentals. Cost for direct expenses will not exceed \$2100 (two thousand one hundred dollars) without written approval of the City. The cost for final candidates to travel to the City for interviews or other reasons required by the City is not included in this agreement. Those costs will be paid by the City directly to the candidates on a reimbursement bases. These costs are extremely difficult to estimate because they depend upon the number of candidates the City selects to interview, and the distance candidates will have to travel to be interviewed.

City agrees to pay one-third of the base fee at the time notice to proceed is given to Mercer, one-third when candidate information of semi-finalists is delivered to the Mayor, and one-third when interview dates are established by Mercer in coordination with the City. All payments for agreed upon services shall be due and payment upon the submittal of an invoice by Mercer describing services completed.
3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Georgia.

4. The City and Mercer agree that The Mercer Group, Inc. is an independent contractor to the City and Mercer acknowledges that it will not be the recipient of any benefits granted to employees by the City.
5. Mercer confirms that the firm presently is a member of the E-Verify program and will apply the E-Verify process during the entire duration of this contract to ensure the firm does not employ or sub-contract with persons who are illegal aliens or who otherwise cannot legally work in the United States.
6. Mercer confirms that the firm is an equal opportunity employer and assures equal opportunity based on ability and fitness for all employees, contractors, and applicants regardless of race, color, religion, sex or sexual orientation, age, marital or veteran's status, national origin, or the presence of any sensory, mental, or physical disability. Our equal employment policy is disseminated to all applicants, employees, and contractors. The intent of this policy applies to internal operations, recruitment, and consulting activities conducted by the firm.
7. The City and Mercer both agree that in the event any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of the receipt of such notice.
8. The City and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this agreement.
9. The parties shall have the right at either party's convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this agreement, the City shall only be obligated to pay Mercer for those services rendered as of the date of termination.

CITY OF SOUTH FULTON, GA.

THE MERCER GROUP, INC.

BY:

Andrews Mayor
(Name and Title)

BY:

W. Alan Reddish

W. Alan Reddish
Senior Vice President

ATTEST:

BY:

Maub...
(Name and Title)

city clerk

ES 11-28-2017

